

## **COMPETITION TERMS AND CONDITIONS**

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- 01.** These are the terms and conditions which apply to any competition, prize draw or promotion which we or our promotion partners may run, whether on our or their websites, social media platforms, on-air or otherwise ('Promotion').
- 02.** By entering a Promotion you agree to be bound by these terms and conditions along with any other Specific Rules which relate to a Promotion. Specific Rules might include entry instructions and any other specific details, rules or conditions relating to a particular Promotion, and might be published on our or our promotion partners' website, social media platforms, or may be found in any other media which features a Promotion. The Specific Rules will usually (but may not always) refer to these terms and conditions.
- 03.** In these terms and conditions, 'we', 'us', 'our' and 'Promoter' all mean Fun Asia Network UAE.

### **Start and end date/time**

- 04.** Each Promotion will start immediately (i.e. as soon as it is first promoted), unless a later start date/time is specified. The closing date/time for a Promotion will be made clear in the Specific Rules or the relevant promotional materials.

### **Entering a Promotion**

- 05.** Each Promotion will be open to individuals who are UAE residents only with a valid UAE Identification card.

### **Advertising**

- 06.** To enter, follow the entry process for the relevant Promotion, which will usually be explained in the Specific Rules and/or promotional materials or announcements. We cannot guarantee entry for mis-spelt, corrupt or ineligible entries. Entries received outside of the opening and closing times of the Promotion will not be accepted.
- 07.** There is no charge to enter a Promotion unless stated otherwise. However, if entry is made via text message or telephone call, your network provider will usually charge according to their standard rate or deduct it from your allowance. Standard rate text messages to Promotion shortcodes are not normally included in 'inclusive' packages and may be charged. If entry is made by text message, be sure to use the correct shortcode; be aware that shortcodes change from Promotion to Promotion. In all cases, please check with your service provider for more details and charges. If you are not the bill payer, you must obtain the bill payer's permission before entering.

08. We accept no responsibility for entries that haven't reached us – for example, postal, telephone, text message, online or social media entries not received as a result of network incompatibility, technical faults or for any other reason.
09. If entry involves a live call in, or if the entry instructions in the Specific Rules require it, ensure you answer your telephone when we phone you. If you fail to do so, or if the call goes to voicemail, or if the call becomes disconnected or you are not audible for any reason beyond our control before or during the Promotion, you may be disqualified and we reserve the right to select another entrant to participate in the Promotion.
10. For any on-air Promotions, all timings including the closing time are as broadcast on the relevant station's broadcast frequency. If you are listening via an IP enabled device such as a smartphone or tablet, please remember that the stream can be slightly behind the FM broadcast due to differences in network speeds and/or the advertising we may serve to listeners on IP enabled devices and other factors. If a Promotion requires you to enter by a deadline dependent on an item in the broadcast (e.g. by the end of a song) we cannot take into account any delay from listening via an IP enabled device, and the deadline will be as on the FM broadcast.
- 11. Unless otherwise specified in the Specific Rules:**

In the case of a prize draw, winner(s) will be selected at random. This will be done by an automated process or a process which will be conducted or supervised by an independent person, or as otherwise mentioned in the Specific Rules.
12. If you win a prize, we will notify you within seven (7) days of the end date of the Promotion. To claim the prize, respond to the notification within the deadline set out in the Specific Rules or the notification (or within 28 days if no timeframe is set in the Specific Rules or the notification) and follow the instructions which will be provided to you.

## **Prizes**

13. Each prize is non-transferable, non-refundable and no cash alternative is available. Unless stated otherwise in the Promotion's Specific Rules, the prize will only be fulfilled to the winning entrant. This means, for example, for a holiday prize at least one of the travelling party must be the winner. We will not be able to transfer or deliver prizes to anyone else, including family members or other Promotion entrants, at the winner's request.
14. If we consider it necessary or appropriate, a prize or prizes (or part thereof) might be varied or swapped for a suitable alternative which will be decided in our sole discretion.
15. If you fail to claim the prize within the time-limit or fail to comply with any other instructions or time-limits notified to you or provide us with incorrect or fraudulent

information, you will forfeit your right to the prize. We will then select an alternative winner. You'll need proof of your ID and age to claim a prize – in relation to on-air Promotions, we may require proof that your voice matches that of the relevant entrant/winner. We may conduct an interview in person or over the telephone and this may be recorded.

16. You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing.
17. The prize cannot be used in conjunction with other offers, promotions or prizes.
18. Third party terms and conditions apply to parts of a prize where applicable. For example, where the Prize contains ticket(s) to an event, you and any guest or travel companion will not only be bound by these terms and conditions and the relevant Specific Rules, but also the event organizer and venue owner's rules and any terms and conditions set out on the ticket.
19. Unless otherwise stated in the Specific Rules, you may not win more than one prize per Promotion and we reserve the right to withhold or reclaim any second or subsequent prize.

#### **Additional terms relating specifically to prizes involving a holiday**

20. Prizes involving a holiday are subject to availability and must be taken in accordance with all requirements specified by us, such as dates, destinations, carriers and number of passengers.
21. You will be responsible for any inoculation and other health or visa requirements for your holiday destination.
22. We (including the promotion partners) will, of course, try to provide the prize as described. Occasionally, circumstances beyond our reasonable control might make this difficult or impossible. For example, if a prize involves a meet and greet with a celebrity they may be unwell or their commitments may change, or if the prize involves travel or tickets to an event, weather conditions or other circumstances might mean that plans are disrupted, postponed or cancelled. When we can't deliver a prize as described, we will always do our best to provide you with an alternative which we consider to be a reasonable replacement in all the circumstances.

#### **Publicity and identity of winners**

23. If you win a prize, you (and your guest or travel companion if applicable) may be required to take part in reasonable publicity.
24. We and the prize provider may publish and publicise your name, image, social media handle and/or profile picture, and your entry, and we may refer to your and your guest's or travel companion's association with the Promotion and/or the prize, in any and all media, worldwide, in perpetuity, for publicity and PR purposes.

**25.** We may film, photograph and/or record you and your guest(s)/travel companion(s) in connection with the Promotion and we may use such film, recording and/or photograph(s) for publicity and PR purposes in any and all media, worldwide in perpetuity.

### **Use of your entry**

**26.** By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion (including as part of the entry process or as part of a prize) or if you tag or mention us directly or indirectly in any photo, video or content in connection with the Promotion, you agree that we can re-post, re-tweet, publicise and otherwise use that photo, video or content (with or without any accompanying comments and information like your handle and profile pic). You agree that we can do that via the same platform(s) that you posted or shared the photo, video or content, as well as via other social networks and platforms that we use, and on our websites.

**27.** By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion or prize you are granting us a worldwide, perpetual, royalty free licence in the Intellectual Property Rights (e.g. copyright) in any or all of them.

**28.** You waive your moral rights in relation to the same.

**29.** You agree not to use all or any of them in connection with a competitor of ours.

**30.** You warrant and undertake (i.e. guarantee), that:

- a) you own and control all of the rights in your entry, and you have the right to grant the rights set out in these terms and conditions and any Specific Rules;
- b) your entry is personal and related specifically to you (e.g. if you are required to tell a story for your entry, it must be truthful and it must be about you – unless stated otherwise in the Specific Rules);
- c) you have obtained written consent from anyone featured or mentioned in your entry, and your entry (and our and any third party's use of it) does not and will not infringe the rights of any individual or business (including any intellectual property rights, moral rights, right to privacy, confidentiality, etc.);
- d) your entry does not violate any applicable law or regulation;
- e) your entry does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court;
- f) your entry will not cause any kind of harm or damage and does not (to the best of your knowledge or belief) contain any virus, malware, spyware or similar.

**31.** All rights relating to the Promotion (including the name, title and format) are owned by the Promoter.

**32.** Unless otherwise stated, your entry will not be returned to you.

### **Liability**

**33.** Your entry or participation in Promotion and/or Prize is at your own risk. If the Promotion or prize requires that you undertake any physical activity please ensure, before entering the Promotion, that you are in good health, that you have informed us before or at the time of claiming the prize of any underlying medical condition, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize.

**34.** Save that nothing in these terms and conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we (and the promotion partners and any providers of a prize) (a) shall have no liability in relation to any act or omission of any third party and (b) exclude all liability to you and anyone else for any indirect loss, damage or harm of any kind arising from or in connection with the Promotions and prizes and your use or enjoyment of them. For example, if you book or take time off work with the intention of taking up a prize (e.g. an event) on a particular date, and the event is subsequently postponed, changed or cancelled, we would not be responsible for covering your salary for your missed day of work on that day or any other day off you take.

**35.** Unless otherwise expressly stated in the Specific Rules, the Promotions are in no way sponsored, endorsed or administered by, or associated with any social media platform (including without limitation Twitter, Facebook, Instagram or YouTube). You hereby release all such social media platforms from any liability. Any questions, comments or complaints regarding this Promotion must be directed to the Promoter only, and NOT to any social media platform.

### **Other rules**

**36.** We reserve the right to withdraw or amend any Promotion, Specific Rules and/or these terms and conditions if we consider it necessary or appropriate to do so for reasons beyond our reasonable control or if there has been a broadcasting or printing error, etc. Any changes will be posted here and/or on our website.

- 37.** When entering a Promotion or claiming a prize you must use your real name. You will be required to provide us with proof of your identity and eligibility on request. Failure to provide adequate information (or to adequately prove eligibility) may result in your disqualification and/or withholding or withdrawal of a prize.
- 38.** Unless the Specific Rules state otherwise you can only enter each Promotion once. Even where multiple entries are permitted, we will not tolerate any attempts to excessively manipulate the outcome in any of our Promotions. No bulk, automated, machine assisted, third party, syndicate or other group entries will be accepted. You may not use multiple devices (e.g. mobile phones) to enter any Promotion either as an individual or as a group or syndicate. We will disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods - this may include entries from the same, telephone number, or similar.
- 39.** You agree to keep confidential any information which you know or reasonably ought to know is confidential and which relates to us, our business, the Promotion or prize.
- 40.** In these terms and conditions, any Specific Rules and promotional materials, examples are given to help illustrate some terms, they are not exhaustive and do not limit those terms in any way.
- 41.** In the event of any dispute, our and any judges' decisions are final, and no correspondence will be entered into.
- 42.** So that we can ensure the fairness of our Promotions, we reserve the right to prevent you, at our absolute discretion, from entering any of the Promotions for a period of three months ("Exclusion Period") if you have either (A) won a prize valued at AED1,000 or above, or won more than one prize during the previous three months. If we choose to exercise this right, we will notify you in writing. If you continue to enter any Promotion during the Exclusion Period, we reserve the right, at our absolute discretion, to disregard your entry.
- 43.** If you breach these terms and conditions, we reserve the right to disqualify you from a Promotion and/or withhold or withdraw a prize. You will not be compensated and you may be required to pay any costs incurred.
- 44.** These terms and conditions, together with the relevant Specific Rules, represent the entire agreement between you and us in relation to the Promotion and the prize.
- 45.** The Promotion, and these terms and conditions, are governed by UAE law, and any disputes arising in connection with them shall be subject to the exclusive jurisdiction of the UAQ courts.